

Plaintiff Penn-America Insurance Company moves the Court to reconsider its Order denying, in part, Penn’s motion for judgment on the pleadings. Docs. 37; 41. Specifically, Penn “moves for reconsideration of the finding that the firearms exclusion does not apply unambiguously to the underlying claims.” Doc. 41 at 1.

Pursuant to Local Rule 7.6, “Motions for Reconsideration shall not be filed as a matter of routine practice.” M.D. Ga. L.R. 7.6. Indeed, “reconsideration of a previous order is an extraordinary remedy to be employed sparingly.” *Bingham v. Nelson*, 2010 WL 339806 at *1 (M.D. Ga. Jan. 21, 2010) (internal quotation marks and citation omitted). It “is appropriate only if the movant demonstrates (1) that there has been an intervening change in the law, (2) that new evidence has been discovered which was not previously available to the parties in the exercise of due diligence, or (3) that the court made a clear error of law.” *Id.* “In order to demonstrate clear error, the party moving for reconsideration must do more than simply restate his prior arguments, and

any arguments which the party inadvertently failed to raise earlier are deemed waived.”

McCoy v. Macon Water Authority, 966 F. Supp. 1209, 1222-23 (M.D. Ga. 1997).

Penn simply restates its argument that it can, as a matter of law, sell by endorsement coverage protecting an insured for certain claims arising from the use of a weapon and then can abrogate that purchased protection by a separate endorsement.

Doc. 41. Penn has failed to show that the Court made a clear error in its previous Order. Accordingly, Penn’s Motion for Reconsideration (Doc. 41) is **DENIED**.

SO ORDERED, this 1st day of November, 2022.

S/ Marc T. Treadwell
MARC T. TREADWELL, CHIEF JUDGE
UNITED STATES DISTRICT COURT